

REQUEST FOR PROPOSAL

TO PROVIDE

Digital Imaging Services for the Jefferson Parish Clerk of Court's
24th Judicial District Court Criminal Records Department



RFP No.: 0199

Proposal Receipt Date: November 25, 2009

Proposal Receipt Time: 4:00 p.m.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70053

(504)364-2678

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REQUEST FOR PROPOSAL FOR

Digital Imaging Services for the Jefferson Parish Clerk of Court's
24th Judicial District Court Criminal Records Department

1.1 Background

The Jefferson Parish Clerk of Court has been a leader in the preservation of documents through the digital imaging and microphotographic process. Utilization of digital imaging technology has resulted in the clerk of court's office becoming more efficient and its employees more productive. The clerk's office has enhanced access to the public record by attorneys, real estate title abstractors, and the general public. Digital imaging protects the public record from fire, natural disaster, natural aging, malicious act, etc. It is the goal of the clerk of court to protect permanently all of its important records through technological advances in the digital imaging and microphotographic process.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in providing document imaging services.

1.1.2 Goals and Objectives – The Jefferson Parish Clerk of Court seeks to have criminal records preserved by digital imaging and microphotographic processes, then destroyed by method of shredding after appropriate inspection of deliverables by JPCC.

Published standards, tests or recommended methods that apply to the work where sited below:

- a) American National Standard Institute (ANSI)

Vendor Qualifications: Firm should be experienced at providing services similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:

1.2 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	10/29/09	At least 30 days prior to the last day that proposals will be accepted
2. Pre-Proposal Conference (if required)	11/13/09	9:30 AM
3. Deadline to receive written inquiries		3-5 days after Pre-proposal Conference
4. Deadline to answer written inquiries		7 days after receipt of inquiry
5. Proposal Receipt Date	11/25/09	4:00 p.m.
6. Oral discussions with proposers, if applicable		To be scheduled
7. Council Selection via resolution		To be scheduled (approx. 3-4 weeks after 6.)
8. Contract Ratification via resolution		To be scheduled (approx. 3-4 weeks after 7.)

NOTE: Jefferson Parish reserves the right to deviate from these dates.

1.3 Proposal Submittal

All proposals shall be received by Jefferson Parish's Purchasing Department **no later than date and time shown in the Schedule of Events.**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: **Digital Imaging Services for the Jefferson Parish Clerk of Court's 24th Judicial District Criminal Records Department**
- Proposal No. **0199**
- Proposal Receipt Date: **November 25, 2009**

Proposals will be received at: **4:00 p.m.**

Jefferson Parish Purchasing Department
General Government Building
200 Derbigny St. Ste. 4400
Gretna LA 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.4 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with Jefferson Parish. Financial Proposals are to be submitted in a separate sealed envelope.

1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette as long as data on the disc is formatted in the Word program.

1.4.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.5 Confidentiality

All documents submitted to Jefferson Parish are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the parish under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to Jefferson Parish.

(1) If Jefferson Parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;

(2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;

(3) Jefferson Parish assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

(4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson's right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL.**”

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, Jefferson Parish shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit Jefferson Parish from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-proposal Conference

A pre-proposal conference will be held at the **JGCC's Old Records facility located at 1228 4th Street, Gretna LA 70053 on November 13, 2009 at 9:30 a.m.** Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP, receive answers to relevant questions, and view the documents described in the Scope of Work. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of Jefferson Parish will be stated in writing in response to written questions.

1.6.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

Jefferson Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. Jefferson Parish reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from Jefferson Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053
E-Mail: jlotz@jeffparish.net Phone: (504)364-2678 Fax: (504)364-2693

1.7 Proposal Guarantee *(if required)*

NOT REQUIRED FOR THIS RFP

1.8 Performance Bond *(if required)*

NOT REQUIRED FOR THIS RFP

1.9 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.11 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 105529. A copy may be obtained from the Parish Council Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.13 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, Jefferson Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. Jefferson Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.15 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance Jefferson Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.16 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.17 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to Jefferson Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Jefferson Parish must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.18 Cancellation of RFP or Rejection of Proposals

Jefferson Parish reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of Jefferson Parish to do so.

1.19 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Jefferson Parish Evaluation Committee for the purpose of selecting the Proposer with whom Jefferson Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to Jefferson Parish, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of Jefferson Parish.

1.20 Award

1.20.1 Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to Jefferson Parish, considering price and other factors considered.

1.20.2 The award may be made on the basis of the initial offer or as noted in Part 1.15.

1.21 Notice of Intent to Award

Jefferson Parish evaluation committee's recommendation for award shall be forwarded to the Jefferson Parish Council for selection.

After the selection of the Jefferson Parish Council Jefferson Parish will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.22 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

1.23 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

1.24 Indemnification

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless Jefferson Parish, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from

and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of Jefferson Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.25 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.26 Payment for Services

The Contractor shall invoice the JPCC monthly following delivery of deliverables. Payments will be made by Jefferson Parish approximately thirty (30) days after receipt of a properly executed invoice, and approval by the JPCC. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.27 Termination

1.27.1 Jefferson Parish may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the JPCC shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give Jefferson Parish written notice specifying Jefferson Parish's failure.

1.27.2 Jefferson Parish may terminate any contract entered into as a result of this RFP

at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.28 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council, by council resolution.

1.29 No Guarantee of Quantities

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by Jefferson Parish to increase or decrease the amount, at the unit price stated in the proposal. Jefferson Parish does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.30 Audit of Records

The monitoring and auditing of the Contractor's records shall be allowed to Jefferson Parish and any other appropriate Parish entities.

1.31 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

1.33 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Jefferson Parish, and shall, upon request, be returned by Contractor to Jefferson Parish, at Contractor's expense, at termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

1.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.36 Substitution of Personnel

Jefferson Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed

resume of qualifications and justification is to be submitted to Jefferson Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.37 Force Majeure

The Contractor or JPCC shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or JPCC can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

1.38 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

1.39 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with Jefferson Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Generally, work involves digital and microphotographic preservation of JPCC 24th Judicial District Court Criminal Department case folders for inactive cases initiated in the years 1970 through and including 1979. Clerk of court may extend the scope of work to include additional years of records.

Contractor will schedule a pickup with JPCC at JPCC's discretion. All boxes will be transported to Contractor's conversion facility and logged. Contractor will send JPCC a copy of the log for its records. The case files are contained in 188 banker boxes. Each banker box will yield approximately 7,500 images. Total volume is estimated at 1,410,000 images. The cases are bound in legal sized acco-fastened case folders.

Contractor will unfold and repair delicate, damaged files making sure to keep the contents in the same order as received. Contractor will copy the outside of the old files and the legal-sized file folders (suit jacket covers) so that all information will be scanned. The case files often contain photographs and other media, which will be separated from the rest of the file and not scanned. Contractor will remove all photographs from a case file and place in an envelope clearly labeled "Criminal Case Photographs" with the Year Filed and Case Number. These will be returned to JPCC separately from the case files. Contractor will provide envelopes and labeling to secure and record the non-scannable contents of any case file.

Contractor will scan as bi-tonal 200 dpi single-page TIFFs. All images will be quality controlled and re-scanned as necessary in order to render readable images. For the most delicate files, Contractor will use slower straight path feed scanners requiring a more manual technique in order to avoid further damaging the fragile paper.

Contractor will place all contents of a folder back in the original folder and box but will not re-fasten or clip.

Contractor will format two different digital deliverables on DVD. One will be for JPCC's regular use and will consist of PDFs named by the Year Filed and Case Number. The other deliverable will be folders named in the same manner and containing single images in TIFF format for each page of the file. This deliverable will be strictly for any future need to import the files into another imaging platform. Contractor will deliver the digitized images in two forms: DVDs with folders named yyyy-cccccc containing single-page, bi-tonal 200 dpi TIFs as one deliverable, and DVDs with PDFs named yyyy-cccccc, where y = Year Filed and c = Case Number.

An image is defined as the digital image result from a scan of all of the print or images on a single side of a page or document, regardless of size of the page or document.

Contractor will create silver archival 16mm roll film with one silver duplicate of all case files and will label the boxes according to the year and case number ranges. Said film will be created in accordance standards of the American National Standard Institute for permanent record photographic microcopying film, and any electronic media used shall comply with the standards of the International Standards Organization for electronic storage of records.

At the conclusion of the project, and within 30 days of receiving permission to destroy from JPCC, Contractor will destroy the records that were scanned and deliver a Certificate of Destruction attesting to the fact that the documents were destroyed.

Contractor will also be prepared to deliver any requests for documents in process via fax, email, or any other means as desired by JPCC. Such requests will be complete within 1 hour of receipt by Contractor.

If Contractor has not already performed work for Jefferson Parish, Contractor will provide references from at least 3 other Louisiana parish clerks of court for digitizing and providing archival film of Clerk of Court records.

Contractor will not transfer electronic data or images outside of its facility in order to perform any conversion tasks. Contractor will not subcontract any portion of the conversion work.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) January 1, 2010, and shall terminate on December 31, 2010. JPCC shall have the option to renew this contract for a longer term if work has not been completed by contract termination date.

2.3 Price Schedule

Proposer shall provide a price schedule for all requested items. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination. Proposer shall provide a per-image price which shall be inclusive of all services performed pursuant to contract, as well as an estimate of the project's total cost.

2.4 Deliverables

Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided. Deliverables shall include items mentioned in the aforementioned Scope of Work.

2.5 Location

Records will be retrieved from the Clerk of Court's Old Record Room facility located at 1228 4th Street, Gretna. Services provided pursuant to the aforementioned Scope of Work will be conducted at Contractor's facility. Deliverables will be delivered to the Jefferson Parish Clerk of Court's administration office located at: General Government Building, 200 Derbigny St., Ste. 5600, Gretna LA 70053.

2.6 Proposal Elements

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the Parish to consider.

2.6.2 Technical

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).

Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.

References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.

Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to Jefferson Parish, not on the basis of what may be inferred.

3.1 Financial Proposal

The following financial criteria will be evaluated:

	Weighting Points
FINANCIAL PROPOSAL (<u>40</u>)	
A. Overall Cost to Parish	(25)_____
B. Warranty Provided	(15)_____

Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

	Weighting Points
1. QUALIFICATIONS AND EXPERIENCE (<u>30</u>)	
A. Specific Experience – similar or larger scope of services currently being provided	(20)_____
B. Personnel- experience of management staff, experience in similar projects, etc.	(5)_____
C. Financial Profile of Company	(5)_____

2. TECHNICAL APPROACH (30)

A. Scope of Services

(10)_____

B. Product Quality

(10)_____

C. Project Schedule

(10)_____

TOTAL (Financial & Technical)

Maximum of (100) Points _____

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 or No. 105530 dated 05/17/2006.

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 105529 or No. 105530.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

RFP 0199

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing Digital Imaging Services for the Jefferson Parish Clerk of Court's 24th Judicial District Court Criminal Records Department, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, November 25, 2009.

(Type Name of Person Authorized to Sign)

(Company Name and LA. License number: General Building Construction)

(Street Address)

(City, State, Zip Code)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT _____, BE AND IS HEREBY APPOINTED,
CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION
WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL
NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR
ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED
TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND
NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND
EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT COPY OF AN EXCERPT OF THE MINUTES OF
THE ABOVE DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND THE SAME
HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

REQUEST FOR PROPOSAL

RFP 0199

Jefferson Parish Department of Purchasing is soliciting **Request for Proposals (RFP'S)** from firms interested in providing **Digital Imaging Services** for the Jefferson Parish Clerk of Court's 24th Judicial District Court Criminal Records Department

Evaluation Criteria:

Financial Proposal	40 Points
Technical Proposal	60 Points

1. FINANCIAL PROPOSAL (MAXIMUM OF 40 POINTS)

- A. Overall Cost to Parish (25 points)**
- B. Warranty Period (15 points)**

2. TECHNICAL PROPOSAL (MAXIMUM OF 60 POINTS)

QUALIFICATIONS AND EXPERIENCE (maximum of 30 points)

- A. Specific Experience – similar or larger scope of services currently being provided (20 points)**
- B. Personnel – experience of management staff, experience in similar projects, etc. (5 points)**
- C. Financial Profile of Company (5 points)**

TECHNICAL APPROACH (maximum of 30 points)

- A. Scope of Services (10 points)**
- B. Product Quality (10 points)**
- C. Project Schedule (10 points)**

TOTAL (Financial and Technical) Maximum Points of 100

PRE-PROPOSAL CONFERENCE: November 13, 2009 at 9:30 A.M.

**JPCC's Old Records
1228 4TH STREET
GRETNA, LA 70053**

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

**JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, STE 4400
GRETNA, LA 70053**

UNTIL 4:00 P.M. LOCAL TIME ON WEDNESDAY, NOVEMBER 25, 2009

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

| Specifications are available gratis from: www.jeffparish.net/bids (click on Bid Downloads) or
Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Ste. 4400
Gretna, LA 70053
(504) 364-2678

Patricia Lassalle
Director
Purchasing Department

Rene' T. Poole, CPPB
Chief Buyer
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:
October 29, November 5 & 12, 2009**